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Attorneys for Plaintiff  
PLAYVISION LABS, INC.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

	)	Case No.: CV 12-0171 JSW
PLAYVISION LABS, INC., a California	)	
corporation,	)	<b>STIPULATED PERMANENT INJUNCTION</b>
	)	<b>AND STIPULATION OF DISMISSAL AND</b>
Plaintiff,	)	<b><del>PROPOSED</del> ORDER THEREON</b>
	)	
vs.	)	
	)	
GREG ROBERTS, an individual; and	)	<b>Judge: Hon. Jeffrey S. White</b>
SUZANNE ROBERTS, an individual,	)	
	)	
Defendants.	)	
	)	

Having reached full and final settlement in the above matter, Plaintiff Playvision Labs, Inc. (“Playvision”) and Defendants Greg Roberts and Suzanne Roberts hereby request, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), that the Court dismiss with prejudice all Complaints, claims and counterclaims asserted by any party in this matter. The parties’ dismissal is premised and conditioned upon the terms of that certain Settlement Agreement dated as of October 9, 2012 (“Settlement Agreement”).

The parties stipulate and agree that this Court, the United States District Court for the Northern District of California, shall retain jurisdiction over this action and the parties in connection with this action and the Settlement Agreement.

As part of the above-referenced settlement between Playvision and the Defendants, the

1 parties further request that the Court issue and enter a permanent injunction, to which the parties  
2 have stipulated as follows:

3 1. Defendants, each of them, and any of their successors and assigns, any and all  
4 persons and entities acting in direct or indirect concert and/or participation with either or both of  
5 them, do not contest that Playvision is the owner of all right, title and interest in and to the  
6 PLAYMOTION registered trademark (Registration No. 3,106,580), the PLAYSdk trademark,  
7 and any other intellectual property of the former Playmotion, Inc. (aka Playmotion LLC and  
8 Fishboxer LLC).

9 2. Defendants, each of them, and any of their successors and assigns, and any and all  
10 persons and entities acting in direct or indirect concert and/or participation with either or both of  
11 them, shall and are hereby PERMANENTLY ENJOINED and restrained from adopting, using,  
12 applying to register or registering anywhere in the world, for any and all goods and services, the  
13 Marks (as defined in the Settlement Agreement), the names PLAYMOTION or PLAYSdk, any  
14 name containing the letter string "PLAYMOTION" or "PLAYSDK" (either as a standalone term  
15 or embedded within another term), or any other name, phrase or mark that may cause likelihood  
16 of confusion with or dilution of the Marks, nor will they assist any third party in doing so.

17 3. Defendants, each of them, and any of their successors and assigns, and any and all  
18 persons and entities acting in direct or indirect concert and/or participation with either or both of  
19 them, shall and are hereby PERMANENTLY ENJOINED and restrained from using, selling or  
20 offering for sale any goods or services that contain or utilize any Playmotion intellectual  
21 property. For purposes of this PERMANENT INJUNCTION, "use" includes but is not limited to  
22 use as a trade name, as a company name, as a business name, in a logo or slogan, as an e-mail  
23 address, in a domain name or URL, on websites, in correspondence, on letterhead, business  
24 cards, promotional and marketing materials, on goods, in software, and on signage.

25  
26 Should either of the Defendants violate any or all of the foregoing prohibitions in  
27 Paragraphs 1-5 above, such Defendant will be in violation of this Stipulated Permanent  
28 Injunction.

1 Nothing in this Stipulated Permanent Injunction shall prohibit the parties from fulfilling  
2 their respective obligations under the Settlement Agreement.

3 **IT IS SO STIPULATED AND AGREED:**

4 Dated: September \_\_, 2012.

PLAYVISION LABS, INC.

5  
6 By \_\_\_\_\_  
7 Scott Wills

8 Dated: September \_\_, 2012.

GREG ROBERTS

9  
10 By \_\_\_\_\_  
11 Greg Roberts

12 Dated: September \_\_, 2012.

SUZANNE ROBERTS

13  
14 By \_\_\_\_\_  
15 Suzanne Roberts

16 **APPROVED AS TO FORM:**

17 Dated: September \_\_, 2012.

PILLSBURY WINTHROP SHAW PITTMAN LLP

18  
19 By \_\_\_\_\_  
20 Jenna F. Karadbil  
Attorneys for PLAINTIFF

21 Dated: September \_\_, 2012.

MITCHELL + COMPANY

22  
23 By \_\_\_\_\_  
24 Brian E. Mitchell  
Attorneys for DEFENDANTS

25 **IT IS SO ORDERED.**

26 Dated: \_\_\_\_\_

27 \_\_\_\_\_  
28 Honorable Jeffrey S. White  
UNITED STATES DISTRICT COURT JUDGE

1 IT IS SO STIPULATED AND AGREED:

2 Dated: September \_\_, 2012.

3 10/31/12

PLAYVISION LABS, INC.

4 By

Scott Wills

6 Dated: September \_\_, 2012.

7 November 1, 2012

GREG ROBERTS

8 By

Greg Roberts

9 Dated: September \_\_, 2012.

10 SUZANNE ROBERTS

11 By

12 Suzanne Roberts

13  
14 APPROVED AS TO FORM:

15 Dated: September \_\_, 2012.

16 PILLSBURY WINTHROP SHAW PITTMAN LLP

17 By

Jenna F. Karadbil  
Attorneys for PLAINTIFF

19 Dated: September \_\_, 2012.

20 MITCHELL + COMPANY

21 By

Brian E. Mitchell  
Attorneys for DEFENDANTS

22  
23 IT IS SO ORDERED.

24 Dated: \_\_\_\_\_

Honorable Jeffrey S. White  
UNITED STATES DISTRICT COURT JUDGE

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11 Greg Roberts

12 Dated: September \_\_, 2012.

10/23/2012

SUZANNE ROBERTS

13  
14 By  \_\_\_\_\_  
15 Suzanne Roberts

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Attorneys for PLAINTIFF

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9 GREG ROBERTS

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11 Greg Roberts

12 Dated: September \_\_, 2012.

13 SUZANNE ROBERTS

14 By \_\_\_\_\_  
15 Suzanne Roberts

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18 PILLSBURY WINTHROP SHAW PITTMAN LLP

19 By \_\_\_\_\_  
20 Jenna F. Karadbil  
Attorneys for PLAINTIFF

21 Dated: September \_\_, 2012.

22 MITCHELL + COMPANY

23 By \_\_\_\_\_  
24 Brian E. Mitchell  
Attorneys for DEFENDANTS

25 **IT IS SO ORDERED.**

26 Dated: November 13, 2012

27 \_\_\_\_\_  
28 Honorable Jeffrey S. White  
UNITED STATES DISTRICT COURT JUDGE